

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

	:	<b>Master File No.</b>	<b>1:00–1898</b>
<b>IN RE: METHYL TERTIARY BUTYL</b>	:	<b>MDL</b>	<b>1358 (VSB)</b>
<b>ETHER (“MTBE”) PRODUCTS</b>	:	<b>M21-88</b>	
<b>LIABILITY LITIGATION</b>	:		
	:		
	:		
<b>This document relates only to:</b>	:		
<i>Orange County Water District v.</i>	:		
<i>Unocal, et al.,</i>	:		
Case No. 04 Civ. 4968	:		
	:		

**DECLARATION OF MICHAEL AXLINE IN SUPPORT OF PLAINTIFF ORANGE  
COUNTY WATER DISTRICT’S MOTION TO REMAND PHASE 1 CLAIMS AGAINST  
DEFENDANTS TEXACO REFINING AND MARKETING, INC., EQUILON  
ENTERPRISES LLC, SHELL OIL COMPANY, D/B/A SHELL OIL PRODUCTS US,  
ATLANTIC RICHFIELD COMPANY, F/K/A ARCO PETROLEUM COMPANY, D/B/A  
ARCO PRODUCTS COMPANY A/K/A ARCO, BP PRODUCTS NORTH AMERICA,  
INC., BP WEST COAST LLC**

I, Michael Axline, declare:

1. I am one of the attorneys of record in this case for plaintiff Orange County Water District. I make this declaration from personal knowledge.

2. Attached as Exhibit 1 is a true and correct copy of the Order from the United States Court of Appeal for the Second Circuit denying Shell and BP's petition for rehearing dated July 11, 2017.

3. Attached as Exhibit 2 is a true and correct copy of a Mandate from the United States Court of Appeal for the Second Circuit dated July 19, 2017.

4. Attached as Exhibit 3 is a true and correct copy of this Court's CMO 116 (Trial Sites and Dismissed Sites) dated July 16, 2014.

5. Attached as Exhibit 4 is a true and correct copy of the United States Judicial Panel on Multidistrict Litigation's Separation of Claims and Conditional Remand Order dated November 5, 2015.

6. Attached as Exhibit 5 is a true and correct copy of the Civil Minutes from the United States District Court, Central District of California, dated June 26, 2017, vacating the current trial.

7. Attached as Exhibit 6 is a true and correct copy of the Order from the United States District Court, Central District of California, dated July 18, 2017, vacating the hearing and briefing schedule.

8. Attached as Exhibit 7 is a true and correct copy of this Court's Rule 54(b) Judgment dated December 3, 2015.

9. Attached as Exhibit 8 is a true and correct copy of United States District Court,

Central District of California, Notice of Opinion from the United States Court of Appeals for the Second Circuit dated June 16, 2017.

10. Attached as Exhibit 9 is a true and correct copy of an email from Peter Condon to Michael Axline dated July 21, 2017.

11. Attached as Exhibit 10 is a true and correct copy of the United States District Court, Central District of California, Scheduling Order dated February 23, 2017.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: July 25, 2017

Respectfully submitted,



MICHAEL D. AXLINE  
Counsel for Orange County Water District

# EXHIBIT 1

**UNITED STATES COURT OF APPEALS  
FOR THE  
SECOND CIRCUIT**

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At a Stated Term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 11<sup>th</sup> day of July two thousand and seventeen,

Before: Barrington D. Parker,  
Reena Raggi,  
Peter W. Hall,  
*Circuit Judges.*

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In Re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation. **ORDER**  
Docket No. 15-3934

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Orange County Water District,

Plaintiff - Appellant,

v.

Texaco Refining and Marketing, Inc., Equilon Enterprises LLC, Shell Oil Company, DBA Shell Oil Products US, Atlantic Richfield Company, FKA Arco Petroleum Company, DBA Arco Products Company, AKA Arco, BP Products North America, Inc., BP West Coast LLC, (Doe 3),

Defendants - Appellees,

Unocal Corporation, ConocoPhillips Company, Chevron U.S.A., Inc., DBA Chevron Products Company, DBA Chevron Chemical Company, Union Oil Company of California, Inc., Tosco Corporation, Exxon Mobil Corporation, FKA Exxon Corporation, DBA Exxonmobil Refining and Supply Company, ExxonMobil Chemical, Corporation, Exxon, CHEMICAL U.S.A., Mobile Corporation, Ultramar, Inc., Valero Refining and Marketing Company, Valero Refining Company-California, Valero Refining, Tesoro Petroleum Corporation., (Doe 4), Tesoro Refining and Marketing Company, Inc., Petro-Diamond, Inc., (Doe 6), Southern Counties Oil Co., (Doe 7), Arco Chemical Company, (Doe 201), Lyondell Chemical Company, FKA Arco Chemical Company, G&M Oil Company, Inc., 7-Eleven, Inc., USA Gasoline Corporation, Does, 9-200, and Does 202-1000, inclusive, Chevron Corporation, Exxon Mobil Oil Corporation, TMR Company, Chevrontexaco Corporation,

Defendants.

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Appellee Equilon Enterprises LLC, Shell Oil Company and Texaco Refining and Marketing, Inc., having filed a petition for panel rehearing Appellee Atlantic Richfield Company, BP Products North America, Inc. and BP West Coast LLC, joining the petition for rehearing and the panel that determined the appeal having considered the request, ,

IT IS HEREBY ORDERED that the petition is DENIED.

For The Court:

Catherine O'Hagan Wolfe,  
Clerk of Court

# **EXHIBIT 2**

# MANDATE

UNITED STATES COURT OF APPEALS  
FOR THE  
SECOND CIRCUIT

At a Stated Term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 12<sup>th</sup> day of June, two thousand and seventeen,

Before: Barrington D. Parker,  
Reena Raggi,  
Peter W. Hall,  
*Circuit Judges.*

In Re: Methyl Tertiary Butyl Ether ("MTBE") Products  
Liability Litigation.

**JUDGMENT**  
Docket No. 15-3934

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Orange County Water District,

Plaintiff - Appellant,

v.

Texaco Refining and Marketing, Inc., Equilon Enterprises LLC,  
Shell Oil Company, DBA Shell Oil Products US, Atlantic  
Richfield Company, FKA Arco Petroleum Company, DBA  
Arco Products Company, AKA Arco, BP Products North  
America, Inc., BP West Coast LLC, (Doe 3),

Defendants - Appellees,

Unocal Corporation, ConocoPhillips Company, Chevron  
U.S.A., Inc., DBA Chevron Products Company, DBA Chevron  
Chemical Company, Union Oil Company of California, Inc.,  
Tosco Corporation, Exxon Mobil Corporation, FKA Exxon  
Corporation, DBA Exxonmobil Refining and Supply Company,  
ExxonMobil Chemical, Corporation, Exxon, CHEMICAL  
U.S.A., Mobile Corporation, Ultramar, Inc., Valero Refining  
and Marketing Company, Valero Refining Company-California,  
Valero Refining, Tesoro Petroleum Corporation., (Doe 4),  
Tesoro Refining and Marketing Company, Inc., Petro-Diamond,  
Inc., (Doe 6), Southern Counties Oil Co., (Doe 7), Arco  
Chemical Company, (Doe 201), Lyondell Chemical Company,

MANDATE ISSUED ON 07/19/2017



FKA Arco Chemical Company G&M Oil Company, Inc.,  
7-Eleven, Inc., USA Gasoline Corporation, Does, 9-200, and  
Does 202-1000, inclusive, Chevron Corporation, Exxon Mobil  
Oil Corporation, TMR Company, Chevrontexaco Corporation,

Defendants.

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The appeal in the above captioned case from an order of the United States District Court for the Southern District of New York was argued on the district court's record and the parties' briefs. Upon consideration thereof,

IT IS HEREBY ORDERED, ADJUDGED and DECREED that the judgment of the district court is VACATED and the claims against BP and Shell are REMANDED for further proceedings consistent with the Court's opinion.

For The Court:

Catherine O'Hagan Wolfe,  
Clerk of Court

  
The signature is written in cursive over a circular seal of the United States Court of Appeals, Second Circuit.

A True Copy

Catherine O'Hagan Wolfe, Clerk

United States Court of Appeals, Second Circuit

  
The signature is written in cursive over a circular seal of the United States Court of Appeals, Second Circuit.

# **EXHIBIT 3**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In Re: Methyl Tertiary Butyl Ether ("MTBE")  
Products Liability Litigation**

**This document relates to:**

*Orange County Water District v. Unocal Corp., et al.,  
No. 04. Civ. 4968 (SAS)*

**USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #:  
DATE FILED: 7/16/14**

**ORDER**

**Master File No. 1:00-1898  
MDL 1358 (SAS)  
M21-88**

**CASE MANAGEMENT ORDER #116  
(Trial Sites and Dismissed Sites)**

On May 6, 2003, Plaintiff Orange County Water District ("OCWD") filed its Complaint against Defendants Unocal Corporation, individually and formerly known as Union Oil Company of California; Tosco Corporation; ConocoPhillips Company; Chevron U.S.A. Inc.; ChevronTexaco Corporation; Texaco Refining & Marketing, Inc.; Equilon Enterprises, LLC; Shell Oil Company; Exxon Mobil Corporation; Mobil Corporation; Ultramar Inc.; Valero Refining Company – California; Valero Marketing and Supply Company; Atlantic Richfield Company; BP Products North America, Inc.; Lyondell Chemical Company, individually and formerly known as Arco Chemical Company; G&M Oil Company, Inc.; 7-Eleven, Inc.; USA Gasoline Corporation; and Does 1-600 inclusive, in Orange County Superior Court, alleging that Defendants were liable for contaminating Orange County Water District's drinking water supplies with MTBE and TBA. The Complaint was subsequently amended to add Defendants and correct Defendants' names.

The case was removed to federal court and transferred to this court, where discovery and pretrial matters have been proceeding. The parties have completed all discovery related to the stations previously identified by the parties as focus plume stations. Based upon the stations

listed on the matrix attached as Exhibit A ("Focus Plume Stations") and the stipulation of the parties attached as Exhibit B ("Stipulation"), this Case Management Order identifies the stations and Defendants at each station against whom OCWD will assert causes of action at the focus plume trial and the causes of action that will be asserted. Defendants do not stipulate to the validity and/or viability of any claims or as to any station names referenced in Exhibit A. Plaintiff does not stipulate to any lack of validity of its claims at stations or against defendants dropped from the matrix.

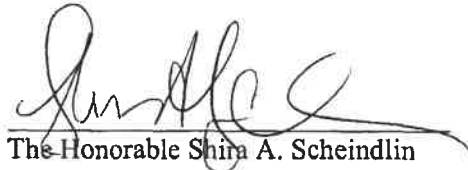
After considering the foregoing, the revised Focus Plume Station matrix attached hereto as Exhibit A, the Stipulation as to Defendants' ownership, operation, and/or gasoline supply relationships with the Focus Plume Stations attached hereto as Exhibit B and the arguments of counsel, it is hereby **ORDERED** that:

Plaintiff may assert claims at the Focus Plume Stations only against the Defendant(s) identified for each station in the Focus Plume Station matrix attached hereto as Exhibit A and only for the causes of action identified at each station in the Focus Plume Station matrix. The Focus Plume Station matrix may be modified to delete stations and/or Defendants as to each station, but cannot be revised to add stations and/or Defendants to a station at which they are not currently listed. Claims with regard to "focus plume" stations previously identified on the April 14, 2014, matrix in this case but not identified on Exhibit A and claims against defendants at Focus Plume Stations where the defendant is not identified in the station matrix attached hereto as Exhibit A are dismissed with prejudice. This Order does not address or apply to claims that were the subject of the Court's November 16, 2009, Opinion and Order on the statute of limitations. This Order does not address or apply to claims at any stations other than the Focus

Plume Stations listed on Exhibit A and focus plume stations previously identified on the April 14, 2014, matrix in this case.

The Stipulation may be read to a jury to the extent indicated in Exhibit B.

SO ORDERED:

  
The Honorable Shira A. Scheindlin

7/15/14

**EXHIBIT A**

**Orange County Water District v. Unocal Corp., et al.**  
**Service Station Matrix**

**EXHIBIT A****Orange County Water District v. Unocal Corp., et al.**  
**Service Station Matrix**

Plume #	Station Name & Address	Causes of Action	Defendant(s)
1	Arco #1887 16742 Beach Boulevard, Huntington Beach	Nuisance OCWD Act Declaratory Relief	B.P. Lyondell Tesoro Valero Defendants <sup>1</sup>
1	G&M #4 16990 Beach Boulevard, Huntington Beach	Nuisance OCWD Act Declaratory Relief	Chevron U.S.A. Inc. G&M Oil Lyondell Tesoro Valero Defendants
1	Texaco #8520/Texaco #121608 8520 Warner Avenue, Fountain Valley	Nuisance OCWD Act Declaratory Relief	Texaco Equilon Lyondell Tesoro Valero Defendants
1	Unocal #5376 8971 Warner Avenue, Huntington Beach	Nuisance OCWD Act Declaratory Relief	Union Oil Lyondell Tesoro Valero Defendants

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<sup>1</sup> Valero Defendants include Valero Marketing and Supply, Inc., Valero Refining Company-California, and Ultramar, Inc.

**EXHIBIT A****Orange County Water District v. Unocal Corp., et al.**  
**Service Station Matrix**

<b>Plume #</b>	<b>Station Name &amp; Address</b>	<b>Causes of Action</b>	<b>Defendant(s)</b>
1	Exxon #4283/Chevron #208552 8980 Warner Avenue, Fountain Valley	Strict Products Negligence Nuisance OCWD Act Declaratory Relief	Exxon Mobil Corporation (Nuisance, OCWD Act and Declaratory Relief only) Chevron U.S.A. Inc. Lyondell Valero Defendants
1	Mobil #18-G6B 9024 Warner Avenue, Fountain Valley	Nuisance OCWD Act Declaratory Relief	ExxonMobil Oil Corporation Lyondell Valero Defendants
1	Texaco #121681 9475 Warner Avenue, Fountain Valley	Nuisance OCWD Act Declaratory Relief	Texaco Equilon Lyondell Tesoro Valero Defendants
1	Unocal #5399 9525 Warner Avenue, Fountain Valley	Nuisance OCWD Act Declaratory Relief	Union Oil Lyondell Tesoro Valero Defendants
2	Mobil #18-HDR 3195 Harbor Boulevard, Costa Mesa	Nuisance OCWD Act Declaratory Relief	ExxonMobil Oil Corporation Lyondell Valero Defendants



**EXHIBIT A****Orange County Water District v. Unocal Corp., et al.**  
**Service Station Matrix**

<b>Plume #</b>	<b>Station Name &amp; Address</b>	<b>Causes of Action</b>	<b>Defendant(s)</b>
2	Arco #6131 3201 Harbor Boulevard, Costa Mesa	Strict Liability Negligence Nuisance OCWD Act Declaratory Relief	B.P. Lyondell Tesoro Valero Defendants
2	Mobil #18-JMY 3470 Fairview Road, Costa Mesa	Nuisance OCWD Act Declaratory Relief	ExxonMobil Oil Corporation Lyondell Valero Defendants
3	Arco #1912 18480 Brookhurst Street, Fountain Valley	Nuisance OCWD Act Declaratory Relief	B.P. Lyondell Tesoro Valero Defendants
3	Thrifty #383 18520 Brookhurst Street, Fountain Valley	Nuisance OCWD Act Declaratory Relief Strict Liability Negligence	B.P. Lyondell Tesoro Valero Defendants
3	Arco #1905 18025 Magnolia Street, Fountain Valley	Nuisance OCWD Act Declaratory Relief	B.P. Lyondell Tesoro Valero Defendants

**EXHIBIT A****Orange County Water District v. Unocal Corp., et al.**  
**Service Station Matrix**

<b>Plume #</b>	<b>Station Name &amp; Address</b>	<b>Causes of Action</b>	<b>Defendant(s)</b>
3	Beacon Bay Car Wash FV 10035 Ellis Avenue, Fountain Valley	Strict Liability Negligence Nuisance OCWD Act Declaratory Relief	Union Oil (Nuisance, OCWD Act and Declaratory Relief only) Texaco Equilon Lyondell Valero Defendants
8	Mobil #18-HEP 2921 South Bristol Street, Santa Ana	Strict Liability Negligence Nuisance OCWD Act Declaratory Relief	ExxonMobil Oil Corporation Lyondell Valero Defendants
8	G&M #24 3301 Bristol Street, Santa Ana	Nuisance OCWD Act Declaratory Relief	Texaco Chevron U.S.A. Inc. G&M Oil Lyondell Tesoro Valero Defendants
8	Arco #3085 3361 South Bristol Street, Santa Ana	Nuisance OCWD Act Declaratory Relief	B.P. Lyondell Tesoro Valero Defendants

**EXHIBIT A****Orange County Water District v. Unocal Corp., et al.**  
**Service Station Matrix**

<b>Plume #</b>	<b>Station Name &amp; Address</b>	<b>Causes of Action</b>	<b>Defendant(s)</b>
8	Chevron #1921 3801 South Bristol Street, Santa Ana	Strict Liability Negligence Nuisance OCWD Act Declaratory Relief	Chevron U.S.A. Inc. Lyondell Tesoro Valero Defendants
8	Beacon Bay Car Wash SA 1501 West MacArthur Boulevard, Santa Ana	Strict Liability Negligence Nuisance OCWD Act Declaratory Relief	Union Oil (Nuisance, OCWD Act and Declaratory Relief only) Texaco Equilon Lyondell
9	Huntington Beach Arco 6002 Bolsa Avenue, Huntington Beach	Nuisance OCWD Act Declaratory Relief	Texaco B.P. Lyondell Tesoro Valero Defendants
9	Unocal #5123 14972 Springdale Street, Huntington Beach	Nuisance OCWD Act Declaratory Relief	Union Oil Lyondell Tesoro Valero Defendants
9	Westminster Shell 5981 Westminster Avenue, Westminster	Nuisance OCWD Act Declaratory Relief	Shell Equilon Lyondell Tesoro Valero Defendants

**EXHIBIT A****Orange County Water District v. Unocal Corp., et al.**  
**Service Station Matrix**

<b>Plume #</b>	<b>Station Name &amp; Address</b>	<b>Causes of Action</b>	<b>Defendant(s)</b>
9	Chevron #9-5401 5992 Westminster Boulevard, Westminster	Strict Liability Negligence Nuisance OCWD Act Declaratory Relief	Chevron U.S.A. Inc. Lyondell Tesoro Valero Defendants
9	Thrifty #368 6311 Westminster Boulevard, Westminster	Strict Liability Negligence Nuisance OCWD Act Declaratory Relief	B.P. Lyondell Tesoro Valero Defendants
9	Unocal #5226 6322 Westminster Avenue, Westminster	Nuisance OCWD Act Declaratory Relief	Union Oil ConocoPhillips Defendants <sup>2</sup> Lyondell Tesoro Valero Defendants
30	Unocal #5792/ConocoPhillips #5792 4002 Ball Road, Cypress	Nuisance OCWD Act Declaratory Relief	Union Oil ConocoPhillips Defendants Lyondell Tesoro Valero Defendants

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<sup>2</sup> ConocoPhillips Defendants include ConocoPhillips Company and Tosco.

**EXHIBIT A****Orange County Water District v. Unocal Corp., et al.**  
**Service Station Matrix**

<b>Plume #</b>	<b>Station Name &amp; Address</b>	<b>Causes of Action</b>	<b>Defendant(s)</b>
63	Arco #6036 13142 Goldenwest Street, Westminster	Nuisance OCWD Act Declaratory Relief	B.P. Lyondell Tesoro Valero Defendants
72	Chevron #9-5568 12541 Seal Beach Boulevard, Seal Beach	Strict Liability Negligence Nuisance OCWD Act Declaratory Relief	Chevron U.S.A. Inc. Lyondell Tesoro Valero Defendants
92	Mobil #18-668 16230 Harbor Boulevard, Fountain Valley	Nuisance OCWD Act Declaratory Relief	ExxonMobil Oil Corporation Lyondell Valero Defendants
127	World Oil #39 3450 West Ball Road, Anaheim	Strict Liability Negligence Nuisance OCWD Act Declaratory Relief	B.P. Exxon (Nuisance, OWCD Act and Declaratory Relief only) Lyondell Valero Defendants

**EXHIBIT B**

**THIS SECTION IS NOT TO BE READ TO OR PROVIDED TO THE JURY**

OCWD alleges claims on a joint and several basis at each of the stations listed on Exhibit A. To streamline the case for dispositive motions and trial, each individual Defendant listed below makes the following stipulations as to certain Focus Plume Stations, including stipulations with respect to supply of MTBE gasoline to those stations. By entering into this stipulation, Defendants do not stipulate to the validity of any claims. By entering into this stipulation, Plaintiff does not stipulate to the validity of any defenses.

The parties agree and stipulate that nothing in this stipulation shall be construed as a waiver of OCWD's right to challenge on appeal the Court's November 16, 2009, Opinion and Order on the statute of limitations with respect to any and all stations and defendants that were the subject of that Opinion and Order. If the Court's November 16, 2009, Opinion and Order on the statute of limitations is overturned on appeal, the parties further agree and stipulate that nothing in this stipulation shall be construed as a waiver of OCWD's right to pursue negligence, strict liability and permanent nuisance claims with respect to all stations that were the subject of the Opinion and Order against those Defendants named at each such station in Exhibit A. The parties further agree and stipulate that nothing in this stipulation applies to, nor shall the stipulation be construed to apply to, claims at any stations other than the Focus Plume Stations as set forth below or previously listed "focus plume" stations not on Exhibit A.

Defendants dispute and deny the claims asserted at all stations. Plaintiff disputes and denies the defenses asserted at all stations. Notwithstanding that a Defendant has agreed, for purposes of this stipulation, that it will not argue that other Defendants' MTBE gasoline was supplied to a particular station during the period that Defendant supplied the station, all

Defendants reserve the right to seek contribution and/or indemnity from any other person (including any Defendant).

**THIS SECTION MAY BE READ TO THE JURY**

In order to streamline the case for trial, each individual Defendant listed below makes the following stipulations. Defendants dispute and deny the claims asserted at all stations and, by entering into this stipulation, do not stipulate to the validity of any claims. Plaintiff disputes and denies the defenses asserted at all stations and, by entering into this stipulation, does not stipulate to the validity of any defenses. This stipulation does not affect any claims by Plaintiff against any party who has not signed this stipulation who directly or indirectly supplied gasoline and/or MTBE to a Defendant who did sign this stipulation or that Defendant's predecessor corporations.

**Chevron U.S.A. Inc. ("CUSA")**

1. ***Chevron #9-1921—3801 S. Bristol Street, Santa Ana.*** CUSA owned Chevron #9-1921, including underground storage tanks (USTs), from 1986 until after December 31, 2003. Any MTBE gasoline delivered to Chevron #9-1921 between 1986 and September 19, 1995, was supplied by CUSA. Not all gasoline supplied during this time period, however, contained MTBE. All gasoline delivered to Chevron #9-1921 between September 20, 1995, and January 14, 2003, contained MTBE and was supplied by CUSA. Chevron branded gasoline was sold at Chevron #9-1921 during the entire relevant time period.

2. ***Chevron #9-5401—5992 Westminster Boulevard, Westminster.*** CUSA owned Chevron #9-5401, including USTs, from 1986 until January 7, 2002. Any MTBE gasoline delivered to Chevron #9-5401 between 1986 and September 17, 1995, was supplied by CUSA. Not all gasoline supplied during this time period, however, contained MTBE. All gasoline delivered to Chevron #9-5401 between September 18, 1995, and January 14, 2002, contained



MTBE and was supplied by CUSA. Chevron branded gasoline was sold at Chevron #9-5401 during the entire relevant time period.

3. ***Chevron #9-5568—12541 Seal Beach Boulevard, Seal Beach.*** CUSA owned Chevron #9-5568, including USTs, from 1986 through December 31, 2003. Any MTBE gasoline delivered to Chevron #9-5568 between 1986 and September 18, 1995, was supplied by CUSA. Not all gasoline supplied during this time period, however, contained MTBE. All gasoline delivered to Chevron #9-5568 between September 19, 1995, and December 31, 2002, contained MTBE and was supplied by CUSA. Chevron branded gasoline was sold at Chevron #9-5568 during the entire relevant time period.

4. ***G&M # 4—16990 Beach Boulevard, Huntington Beach.*** Any MTBE gasoline delivered to G&M #4 between December 1, 1991, and September 18, 1995, was supplied by CUSA. Not all gasoline supplied during this time period, however, contained MTBE. All gasoline delivered to G&M #4 between September 19, 1995, and December 29, 2002, contained MTBE and was supplied by CUSA. Chevron branded gasoline was sold at G&M #4 during the entire time period between December 1, 1991, and December 29, 2002.

5. ***Chevron #208554—8980 Warner Avenue, Fountain Valley.*** All gasoline delivered to Chevron #208554 between June 22, 1999, and December 31, 2002, contained MTBE and was supplied by CUSA. Chevron branded gasoline was sold at Chevron #208554 during the entire time period between June 22, 1999, and December 31, 2002.

6. ***G&M #24—3301 Bristol Street, Santa Ana.*** All gasoline delivered to G&M #24 between April 4, 1997, and December 31, 2002, contained MTBE and was supplied by CUSA. Chevron branded gasoline was sold at G&M #24 during the entire time period between April 4, 1997, and December 31, 2002.

7. CUSA makes the stipulations in Paragraphs 1-6 based on its agreement with OCWD that OCWD will not associate CUSA with the following service stations on OCWD's Station Matrix: Arco #1887; Texaco #8520/Texaco #121608; Shell #204359403; Unocal #5376; Mobil #18-G6B; Unocal #5399; Texaco #121681; Mobil #18-HDR; Arco #6131; Mobil #18-



JMY; Arco #1912; Arco #1905; Beacon Bay Car Wash Fountain Valley; Mobil #18-HEP; Arco #3085; Beacon Bay Car Wash Santa Ana; Unocal #5123; Huntington Beach Arco; Shell #6502; Westminster Shell; Unocal #5226; Unocal #5792; Arco #6036; Thrifty #383; Thrifty #368; World Oil #39; and Mobil #18-668.

**Union Oil Company of California ("Union Oil")**

1. ***Unocal #5376—8971 Warner Avenue, Huntington Beach.*** Union Oil owned Unocal #5376, including the USTs, from 1986 until 1998, although the station was closed in March 1992 and the USTs were removed in January 1993. Any MTBE gasoline delivered to Unocal #5376 between 1986 and February 18, 1992, was supplied by Union Oil. Not all gasoline supplied during this time period, however, contained MTBE. Union Oil branded gasoline was sold at Unocal #5376 during the entire time period between 1986 and February 18, 1992.
2. ***Unocal #5399—9525 Warner Avenue, Fountain Valley.*** Union Oil owned Unocal #5399, including the USTs, from 1986 until 1998, although the station was closed in March 1993 and the USTs were removed in January 1994. Any MTBE gasoline delivered to Unocal #5399 between 1986 and April 1, 1993, was supplied by Union Oil. Not all gasoline supplied during this time period, however, contained MTBE. Union Oil branded gasoline was sold at Unocal #5399 during the entire time period between 1986 and April 1, 1993.
3. ***Beacon Bay Car Wash FV—10035 Ellis Avenue, Fountain Valley.*** Any MTBE gasoline delivered to Beacon Bay Car Wash FV between 1986 and August 24, 1994, was supplied by Union Oil. Not all gasoline supplied during this time period, however, contained MTBE.
4. ***Beacon Bay Car Wash SA—1501 West MacArthur Boulevard, Santa Ana.*** Any MTBE gasoline delivered to Beacon Bay Car Wash SA between 1986 and August 23, 1994, was supplied by Union Oil. Not all gasoline supplied during this time period, however, contained MTBE.

5. ***Unocal #5123—14972 Springdale, Huntington Beach.*** Union Oil owned Unocal #5123, including USTs, from 1986 until the station was demolished in 1994. Any MTBE gasoline delivered to Unocal #5123 between 1986 and September 30, 1994, was supplied by Union Oil. Not all gasoline supplied during this time period, however, contained MTBE. Union Oil branded gasoline was sold at Unocal #5123 during the entire time period between 1986 and September 30, 1994.

6. ***Unocal #5226—6322 Westminster Avenue, Westminster.*** Union Oil owned Unocal #5226, including USTs, from 1986 until March 1997, when Unocal #5226 was sold to Tosco. Any MTBE gasoline delivered to Unocal #5226 between 1986 and April 1, 1993, was supplied by Union Oil. Not all gasoline supplied during this time period, however, contained MTBE. Union Oil branded gasoline was sold at Unocal #5226 during the entire time period between 1986 and April 1, 1993.

7. ***Unocal #5792—4002 Ball Road, Cypress.*** Union Oil leased this station from 1986 until March, 1997, when Unocal #5792 was sold to Tosco. Any MTBE gasoline delivered to Unocal #5792 between 1986 and September 20, 1995, was supplied by Union Oil. Not all gasoline supplied during this time period, however, contained MTBE. All gasoline delivered to Unocal #5792 between September 20, 1995, and March 1997 contained MTBE and was supplied by Union Oil. Union Oil branded gasoline was sold at Unocal #5792 during the entire time period between 1986 and April 1, 1997.

8. Union Oil makes the stipulations in Paragraphs 1-7 based on its agreement with OCWD that OCWD will not associate Union Oil with the following service stations on OCWD's Station Matrix: Arco #1887; G&M #4; Texaco #8520/Texaco #121608; Shell #204359403; Exxon #4283/Chevron #208554; Mobil #18-G6B; Texaco #121681; Mobil #18-HDR; Arco #6131; Mobil #18-JMY; Arco #1912; Thrifty #383; Arco #1905; Mobil #18-HEP; G&M #24; Arco #3085; Chevron #1921; Huntington Beach Arco; Shell #6502; Westminster Shell; Chevron #9-5401; Thrifty #368; Arco #6036; Chevron #9-5568; World Oil #39; and Mobil #18-668.

**Texaco Refining and Marketing Inc. ("Texaco")**

1. **Texaco #8520/#121608 - 8520 Warner Avenue, Fountain Valley.** Between October 1986 and December 2003, one of the Shell Defendants owned the USTs and real property at this site. Texaco leased Texaco #8520 to a dealer from before 1986 until 1998. Any MTBE gasoline delivered to this station between 1986 and September 20, 1995, was supplied by Texaco. Not all gasoline supplied during this time period, however, contained MTBE. All gasoline delivered to Texaco #8520/#121608 between September 20, 1995, and 1998 contained MTBE and was supplied by Texaco. Beginning in 1998 until December 2003, Equilon Enterprises LLC leased Texaco #8520/#121608 to a dealer. All gasoline delivered to Texaco #8520/#121608 between 1998 and 2002 contained MTBE and was supplied by Equilon. Texaco-branded gasoline was sold at this station from 1986 through approximately 2002. The station became Shell-branded in approximately 2002.

2. **Texaco #121681 - 9475 Warner Avenue, Fountain Valley.** Texaco leased Texaco #121681 to a dealer from before 1986 until 1998. Between 1989 and December 2002, Shell Defendants owned the USTs at this site. Any MTBE gasoline delivered to this station between 1986 and September 20, 1995, was supplied by Texaco. Not all gasoline supplied during this time period, however, contained MTBE. All gasoline delivered to Texaco #121681 between September 20, 1995, and 1998 contained MTBE and was supplied by Texaco. Texaco-branded gasoline was sold at this station from 1986 through approximately 2002. Beginning in 1998 and until December 2002, Equilon Enterprises LLC leased Texaco #121681 to a dealer. All gasoline delivered to Texaco #121681 between 1998 and December 2002 contained MTBE and was supplied by Equilon. Shell branded gasoline was sold at this station during 2002. The station closed in December 2002.

3. ***Beacon Bay Car Wash, Fountain Valley - 10035 Ellis Avenue, Fountain Valley.***

Any MTBE gasoline delivered to Beacon Bay Fountain Valley between 1994 and September 20, 1995, was supplied by Texaco. Not all gasoline supplied during this time period, however, contained MTBE. All gasoline delivered to Beacon Bay Car Wash Fountain Valley between September 20, 1995, and 1998 contained MTBE and was supplied by Texaco. All gasoline delivered to Beacon Bay Fountain Valley between 1998 and 2001 contained MTBE and was supplied by Equilon Enterprises LLC. Texaco branded gasoline was sold at the Beacon Bay Fountain Valley station from 1994-2001.

4. ***Beacon Bay Car Wash Santa Ana - 1501 West MacArthur Blvd., Santa Ana.***

Any MTBE gasoline delivered to Beacon Bay Santa Ana between May 1, 1994, and September 20, 1995, was supplied by Texaco. Not all gasoline supplied during this time period, however, contained MTBE. All gasoline delivered to Beacon Bay Car Wash Santa Ana between September 20, 1995, and 1998 contained MTBE and was supplied by Texaco. All gasoline delivered to Beacon Bay Car Wash Santa Ana between 1998 and 2001 contained MTBE and was supplied by Equilon Enterprises LLC. Texaco branded gasoline was sold at the Beacon Bay Santa Ana station from 1994-2001.

5. ***Huntington Beach Arco - 6002 Bolsa Avenue, Huntington Beach.*** If any MTBE gasoline was delivered to Huntington Beach Arco between 1989 and April 1990, it was supplied by Texaco. Not all gasoline supplied during this time period, however, contained MTBE. Texaco branded gasoline was sold at the station from June 1, 1987 through April 1990.

6. ***G&M #24 - 3301 Bristol Street, Santa Ana.*** Any MTBE gasoline delivered to G&M #24 between December 15, 1991, and 1994, was supplied by Texaco. Not all gasoline supplied during this time period, however, contained MTBE.

7. Texaco makes the stipulations in Paragraphs 1-6 based on its agreement with OCWD that OCWD will not make claims against Texaco with respect to the following service stations on OCWD's Station Matrix: Arco #1887; G&M #4; former Shell #204359403; Unocal #5376; Exxon #4283/Chevron #208552; Mobil #18-G6B; Unocal #5399; Mobil #18-HDR; Arco #6131; Mobil #18-JMY; Arco #1912; Arco #1905; Mobil #18-HEP; Arco #3085; Chevron #9-1921; Shell #6502; Unocal #5123; Westminster Shell; Chevron #9-5401; Unocal #5226; Unocal #5792; Arco #6036; Chevron #9-5568; Thrifty #383; Thrifty #368; World Oil #39; and Mobil #18-668.

**Shell Oil Company ("Shell")**

1. **Westminster Shell – 5981 Westminster Avenue, Westminster.** Shell Defendants leased the Westminster Shell to a dealer from 1991 through 1998. Shell Defendants owned USTs at this site from 1986 to December 2001. Any MTBE gasoline delivered to Westminster Shell between 1991 and September 20, 1995, was supplied by Shell Defendants. Not all gasoline supplied during this time period, however, contained MTBE. All gasoline delivered to Westminster Shell between September 20, 1995, and 1998 contained MTBE and was supplied by Shell.

2. Shell makes the stipulations in Paragraph 1 based on its agreement with OCWD that OCWD will not make claims against Shell with respect to the following service stations on OCWD's Station Matrix: Arco #1887; G&M #4; former Shell #204359403; Texaco #8520/#121608; Unocal #5376; Exxon #4283/Chevron #208552; Mobil #18-G6B; Texaco #121681; Unocal #5399; Mobil #18-HDR; Arco #6131; Mobil #18-JMY; Arco #1912; Arco #1905; Beacon Bay Fountain Valley; Mobil #18-HEP; G&M #24; Arco #3085; Chevron #9-

1921; Beacon Bay Santa Ana; Huntington Beach Arco; Unocal #5123; Chevron #9-5401; Unocal #5226; Unocal #5792; Arco #6036; Chevron #9-5568; Thrifty #383; Thrifty #368; World Oil #39; and Mobil #18-668.

**Equilon Enterprises LLC ("Equilon")**

1. ***Texaco #8520/#121608 - 8520 Warner Avenue, Fountain Valley.*** Beginning in 1998, Equilon Enterprises LLC leased Texaco #8520 to a dealer. All gasoline delivered to Texaco #8520/#121608 between 1998 and December 2002 contained MTBE and was supplied by Equilon Enterprises LLC.

2. ***Texaco #121681 - 9475 Warner Avenue, Fountain Valley.*** Beginning in 1998, Equilon Enterprises LLC leased Texaco #121681 to a dealer. All gasoline delivered to Texaco #121681 between 1998 and December 2002 contained MTBE and was supplied by Equilon Enterprises LLC. Shell branded gasoline was sold at this station during 2002. The station closed in December 2002.

3. ***Beacon Bay Car Wash, Fountain Valley - 10035 Ellis Avenue, Fountain Valley.*** All gasoline delivered to Beacon Bay Car Wash between 1998 and 2001 contained MTBE and was supplied by Equilon Enterprises LLC.

4. ***Beacon Bay Car Wash Santa Ana - 1501 West MacArthur Blvd., Santa Ana.*** All gasoline delivered to Beacon Bay Car Wash Santa Ana between 1998 and 2001 contained MTBE and was supplied by Equilon Enterprises LLC.

5. ***Westminster Shell - 5981 Westminster Avenue, Westminster.*** Beginning in 1998 through 2001, Equilon Enterprises LLC leased the Westminster Shell to a dealer. All gasoline delivered to Westminster Shell between 1998 and 2001 contained MTBE and was

supplied by Equilon Enterprises LLC. Equilon did not operate the Westminster Shell. The station closed in 2001. Shell branded gasoline was sold at the station from 1991 through 2001.

6. Equilon makes the stipulations in Paragraphs 1-5 based on its agreement with OCWD that OCWD will not make claims against Equilon with respect to the following service stations on OCWD's Station Matrix: Arco #1887; G&M #4; former Shell #204359403; Unocal #5376; Exxon #4283/Chevron #208552; Mobil #18-G6B; Unocal #5399; Mobil #18-HDR; Arco #6131; Mobil #18-JMY; Arco #1912; Arco #1905; Mobil #18-HEP; G&M #24; Arco #3085; Chevron #9-1921; Huntington Beach Arco; Unocal #5123; Chevron #9-5401; Unocal #5226; Unocal #5792; Arco #6036; Chevron #9-5568; Thrifty #383; Thrifty #368; World Oil #39; and Mobil #18-668.

**Exxon Mobil Corporation**

1. ***Exxon #4283—8980 Warner Ave., Fountain Valley.*** Exxon Corporation owned the property from at least 1987 until June 1996 and owned the USTs at the station from 1987 until 1992. The station was permanently closed in July 1992 and the USTs were removed in September 1992. From July 1990 through December 1990, the only gasoline supplied to this station that may have contained MTBE was Exxon Extra Unleaded. However, not all Exxon Extra Unleaded gasoline contained MTBE. Exxon branded gasoline was sold at the station and supplied by Exxon Corporation from 1987 through station closure in July 1992.

2. ***World Oil #39—3450 West Ball Road, Anaheim.*** Beginning no earlier than July 1, 1997, and ending May 14, 2000, all gasoline delivered to World Oil #39 contained MTBE and was supplied by Exxon. Exxon branded gasoline was sold at this station during this period.

3. Exxon Mobil Corporation makes the stipulations in Paragraphs 1-2 based on its agreement with OCWD that OCWD will not associate Exxon Mobil Corporation/Exxon



Corporation with the following service stations on OCWD's Second Revised Service Station Matrix: Arco #1887, G&M #4, Shell #204359403, Texaco #8520/Texaco #121608, Unocal #5376, Texaco #121681, Unocal #5399, Arco #6131, Arco #1912, Thrifty #383, Arco #1905, Beacon Bay Car Wash FY, G&M #24, Arco #3085, Chevron #1921, Beacon Bay Car Wash SA, Huntington Beach Arco, Shell #6502, Unocal #5123, Westminster Shell, Chevron #9-5401, Thrifty #368, Unocal #5226, Unocal #5792/ConocoPhillips #5792, Arco #6036, Chevron #9-5568, Mobil 18-G6B, Mobil #18-JMY, Mobil #18-HDR, Mobil #18-HEP, Mobil #18-668, and USA #141.

**ExxonMobil Oil Corporation**

1. ***Mobil #18-G6B—9024 Warner Ave., Fountain Valley.*** Mobil Oil Corporation (now known as ExxonMobil Oil Corporation) owned the property at 9024 Warner Ave., including USTs, from at least 1986 to December 2003. Mobil leased the station to operators during this time. Any MTBE gasoline delivered to the station from October 30, 1992, to September 30, 1995, was supplied by Mobil Oil Corporation/ExxonMobil Oil Corporation. Not all gasoline supplied during this time period, however, contained MTBE. All gasoline delivered to Mobil #18-G6B between October 1, 1995, and January 9, 2003, contained MTBE and was supplied by Mobil Oil Corporation/ExxonMobil Oil Corporation. Mobil-branded gasoline was sold at the station throughout the relevant time-period.

2. ***Mobil #18-HDR—3195 Harbor Blvd., Costa Mesa.*** Mobil Oil Corporation leased the property at 3195 Harbor Blvd., from at least 1986 to December 2003. Mobil owned the USTs at this station during this time. Mobil in turn leased the station to operators during this time. Any MTBE gasoline delivered to the station from October 29, 1992, to September 30, 1995, was supplied by Mobil Oil Corporation/ExxonMobil Oil Corporation. Not all gasoline



supplied during this time period, however, contained MTBE. All gasoline delivered to Mobil #18-HDR between October 1, 1995, and January 20, 2003, contained MTBE and was supplied by Mobil Oil Corporation/ExxonMobil Oil Corporation. Mobil-branded gasoline was sold at the station throughout the relevant time-period.

3. **Mobil #18-JMY—3470 Fairview Rd., Costa Mesa.** Mobil Oil Corporation leased the property at 3470 Fairview Rd. from 1986 through at least December 2003, and owned the USTs at this station from 1988 through at least December 2003. Mobil operated the station from 1988 until at least December 2003. Any MTBE gasoline delivered to the station from October 29, 1992, to September 30, 1995, was supplied by Mobil Oil Corporation/ExxonMobil Oil Corporation. Not all gasoline supplied during this time period, however, contained MTBE. All gasoline delivered to Mobil #18-JMY between October 1, 1995, and January 8, 2003, contained MTBE and was supplied by Mobil Oil Corporation/ExxonMobil Oil Corporation. Mobil-branded gasoline was sold at the station from at least 1988 until at least December 2003.

4. **Mobil #18-HEP—2921 S. Bristol Ave., Santa Ana.** Mobil Oil Corporation leased the property at 2921 S. Bristol from 1968 until 1998, and owned USTs at the station from 1982 until 1998. Mobil leased the station to an operator during this time. Any MTBE gasoline delivered to the station from November 1, 1992, to September 30, 1995, was supplied by Mobil Oil Corporation/ExxonMobil Oil Corporation. Not all gasoline supplied during this time period, however, contained MTBE. All gasoline delivered to Mobil #18-HEP between October 1, 1995, and August 31, 1998, contained MTBE and was supplied by Mobil Oil Corporation/ExxonMobil Oil Corporation. From before 1986 until 1998, Mobil-branded gasoline was sold at the station.

5. **Mobil #18-668—16230 Harbor Blvd., Santa Ana.** Mobil Oil Corporation leased and operated the property at 16230 Harbor Blvd. from 1984 until 1993, and owned the USTs at

the station from 1984 through at least December 2003. From 1993 through the end of the relevant time period, Mobil leased operation of the station to a third party. Any MTBE gasoline delivered to the station from November 1, 1992, to September 30, 1995, was supplied by Mobil Oil Corporation/ExxonMobil Oil Corporation. Not all gasoline supplied during this time period, however, contained MTBE. All gasoline delivered to Mobil #18-668 between October 1, 1995, and January 19, 2003, contained MTBE and was supplied by Mobil Oil Corporation/ExxonMobil Oil Corporation. Mobil-branded gasoline was sold at the station throughout the relevant time-period.

6. Mobil makes the stipulations in Paragraphs 1-5 based on its agreement with OCWD that OCWD will not associate Mobil with the following service stations on OCWD's Second Revised Service Station Matrix: Arco #1887, G&M #4, Shell #204359403, Texaco #8520/Texaco #121608, Unocal #5376, Texaco #121681, Unocal #5399, Arco #6131, Arco #1912, Thrifty #383, Arco #1905, Beacon Bay Car Wash FY, G&M #24, Arco #3085, Chevron #1921, Beacon Bay Car Wash SA, Huntington Beach Arco, Shell #6502, Unocal #5123, Westminster Shell, Chevron #9-5401, Thrifty #368, Unocal #5226, Unocal #5792/ConocoPhillips #5792, Arco #6036, Chevron #9-5568, Exxon #4283, World Oil #39, and USA #141.

**ConocoPhillips Company, individually and as successor-in-interest to Tosco Corporation and Phillips Petroleum Company ("ConocoPhillips")**

1. **Unocal #5226—6322 Westminster Avenue, Westminster.** ConocoPhillips owned Unocal #5226, including USTs, from April 1, 1997, through the end of the relevant time period (December 31, 2003). All gasoline delivered to Unocal #5226 between April 1, 1997, and December 17, 2000, contained MTBE and was supplied by ConocoPhillips.

2. **Unocal #5792—4002 Ball Road, Cypress.** ConocoPhillips owned Unocal #5792, including USTs, from April 1, 1997, through the end of the relevant time period (December 31, 2003). All gasoline delivered to Unocal #5792 between April 1, 1997, and December 13, 2000, contained MTBE and was supplied by ConocoPhillips.

3. ConocoPhillips makes the stipulations in Paragraphs 1-2 above based on its agreement with OCWD that OCWD will not associate ConocoPhillips with the following service stations on OCWD's Station Matrix: Arco# 1887; G&M #4; Shell #204359403; Texaco #8520/ Texaco #121608; Unocal #5376; Exxon #4283/ Chevron #208552; Mobil #18-G6B; Texaco #121681; Unocal #5399; Mobil #18-HDR; Arco #6131; Mobil #18-JMY; Arco #1912; Thrifty #383; Arco #1905; Beacon Bay Car Wash FV; Mobil #18-HEP; G&M #24; Arco #3085; Chevron #1921; Beacon Bay Car Wash SA; Huntington Beach Arco; Shell #6502; Unocal #5123; Westminster Shell; Chevron #9-5401; Thrifty #368; Arco #6036; Chevron #9-5568; and Mobil #18-668.

**Atlantic Richfield Company, BP Products North America Inc. and BP West Coast Products LLP (collectively "BP")**

1. **ARCO #1887—16742 Beach Boulevard, Huntington Beach.** BP leased the real property at ARCO #1887 from the late summer/early fall of 1989 through October 2001. BP

owned the USTs at ARCO #1887, and leased the station to a third party, during this same time period. Any MTBE gasoline delivered to ARCO #1887 between 1989 and October, 1995 was supplied by BP. All gasoline delivered to Arco # 1887 between October 1, 1995, and October, 2001, contained MTBE and was supplied by BP. ARCO-branded gasoline was sold to this station during these time periods.

2. ***ARCO #6131—3201 Harbor Boulevard, Costa Mesa.*** BP owned the real property and USTs at ARCO #6131 from the late summer/early fall of 1989 through January 2003. BP leased the station to a third party during this same time period. Any MTBE gasoline delivered to ARCO #6131 between 1989 and October, 1995 was supplied by BP. All gasoline delivered to Arco # 6131 between October 1, 1995, and January, 2003 contained MTBE and was supplied by BP. ARCO-branded gasoline was sold to this station during these time periods.

3. ***ARCO #1912—18480 Brookhurst Street, Fountain Valley.*** BP owned the real property and USTs at ARCO #1912 from the late summer/early fall of 1989 through January 2003. BP leased the station to a third party during this same time period. Any MTBE gasoline delivered to ARCO #1912 between 1989 and October, 1995, was supplied by BP. All gasoline delivered to Arco # 1912 between October 1, 1995, and January, 2003 contained MTBE and was supplied by BP. ARCO-branded gasoline was sold to this station during these time periods.

4. ***Thrifty #383—18520 Brookhurst Street, Fountain Valley.*** BP leased the real property at Thrifty #383 from April 1, 1997, through January 2003. BP owned the USTs at

Thrifty #383, during this time period. All gasoline delivered to Thrifty #383 during this time period contained MTBE and was supplied by BP.

5. *ARCO #1905—18025 Magnolia Street, Fountain Valley.* BP leased the real property at ARCO #1905 from the late summer/early fall of 1989 through January 2003. BP owned the USTs at ARCO #1905, and leased the station to a third party, during this same time period. Any MTBE gasoline delivered to ARCO #1905 between 1989 and October, 1995, was supplied by BP. All gasoline delivered to Arco # 1905 between October 1, 1995, and January, 2003 contained MTBE and was supplied by BP. ARCO-branded gasoline was sold at this station during these time periods.

6. *ARCO #3085—3361 South Bristol Street, Santa Ana.* BP leased the real property at ARCO #3085 from the late summer/early fall of 1989 through February 1997. BP owned the USTs at ARCO #3085, and leased the station to a third party, during this same time period. Any MTBE gasoline delivered to ARCO# 3085 between 1989 and October, 1995, was supplied by BP. All gasoline delivered to ARCO 3085 between October, 1995 and February 1997, contained MTBE and was supplied by BP. ARCO-branded gasoline was sold at this station during these time periods.

7. *Huntington Beach ARCO—6002 Bolsa Avenue, Huntington Beach.* Any MTBE gasoline delivered to Huntington Beach ARCO between April 11, 1990, and October, 1995, was supplied by BP. All gasoline delivered to Huntington Beach Arco between October,

1995 and January 2003 was supplied by BP. ARCO-branded gasoline was sold at this station during these time periods.

8. ***Thrifty #368—6311 Westminster Boulevard, Westminster.*** BP leased the real property at Thrifty #368 from April 30, 1997 through January 2003. BP owned the USTs at Thrifty #368 during the same time period. All gasoline delivered to Thrifty #368 between April 30, 1997 and January 2003 contained MTBE and was supplied by BP.

9. ***ARCO #6036—13142 Goldenwest Street, Westminster.*** BP owned the real property and USTs at ARCO #6036 from the late summer/early fall of 1989 through January 2003. BP leased the station to a third party during this same time period. Any MTBE gasoline delivered to ARCO #6036 between 1989 and October, 1995, was supplied by BP. All gasoline delivered to ARCO # 6036 between October 1, 1995 and January 2003, contained MTBE and was supplied by BP. ARCO-branded gasoline was sold at this station during these time periods.

10. ***World Oil #39—3450 West Ball Road, Anaheim.*** Any MTBE gasoline delivered to World Oil #39 between late summer/early fall of 1989 and the end of 1993 was supplied by BP. ARCO-branded gasoline was sold at this station during this time period.

11. BP makes the stipulations in Paragraphs 1-10 based on its agreement with OCWD that OCWD will not associate BP with the following service stations on OCWD's Station Matrix: G&M #4; Texaco #8520/Texaco #121608; Shell #204359403; Unocal #5376; Exxon #4283/Chevron #208552; Mobil #18-G6B; Unocal #5399; Texaco #121681; Mobil #18-HDR;

Mobil #18-JMY; Beacon Bay Car Wash Fountain Valley; Mobil #18-HEP; G&M #24; Chevron #1921; Beacon Bay Car Wash Santa Ana; Unocal #5123; Shell #6502; Westminster Shell; Chevron #9-5401; Unocal #5226; Unocal #5792/ConocoPhillips #5792; Chevron #9-5568; and Mobil #18-668.

SO STIPULATED.

Dated: June 6, 2014

MILLER & AXLINE

By:   
Duane Miller/Michael Axline  
*Attorney for Plaintiff OCWD*

Dated: June 6, 2014

KING & SPALDING LLP

By: \_\_\_\_\_  
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Dated: June 6, 2014

SHEPPARD MULLIN RICHTER &  
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By: \_\_\_\_\_  
Jeffrey J. Parker/Whitney Jones Roy  
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Dated: June 6, 2014

SEDGWICK LLP

By: \_\_\_\_\_  
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Equilon Enterprises LLC, and Texaco  
Refining and Marketing Inc.*

Mobil #18-JMY; Beacon Bay Car Wash Fountain Valley; Mobil #18-HEP; G&M #24; Chevron #1921; Beacon Bay Car Wash Santa Ana; Unocal #5123; Shell #6502; Westminster Shell; Chevron #9-5401; Unocal #5226; Unocal #5792/ConocoPhillips #5792; Chevron #9-5568; and Mobil #18-668.

SO STIPULATED.

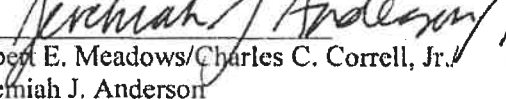
Dated: June 6, 2014

MILLER & AXLINE

By: \_\_\_\_\_  
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Dated: June 6, 2014

KING & SPALDING LLP

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Equilon Enterprises LLC, and Texaco  
Refining and Marketing Inc.*



Mobil #18-JMY; Beacon Bay Car Wash Fountain Valley; Mobil #18-HEP; G&M #24; Chevron #1921; Beacon Bay Car Wash Santa Ana; Unocal #5123; Shell #6502; Westminster Shell; Chevron #9-5401; Unocal #5226; Unocal #5792/ConocoPhillips #5792; Chevron #9-5568; and Mobil #18-668.

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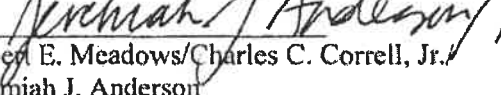
Dated: June 6, 2014

MILLER & AXLINE

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Dated: June 6, 2014

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Dated: June 6, 2014

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Refining and Marketing Inc.*

Mobil #18-JMY; Beacon Bay Car Wash Fountain Valley; Mobil #18-HEP; G&M #24; Chevron #1921; Beacon Bay Car Wash Santa Ana; Unocal #5123; Shell #6502; Westminster Shell; Chevron #9-5401; Unocal #5226; Unocal #5792/ConocoPhillips #5792; Chevron #9-5568; and Mobil #18-668.

SO STIPULATED.

Dated: June 6, 2014

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Dated: June 6, 2014

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Dated: June 6, 2014

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Richard E. Wallace, Jr./Peter C. Condon  
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Refining and Marketing Inc.*

Dated: June 6, 2014

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Stephanie B. Weirick

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*Company, BP West Coast Products LLC, BP*

*Products North America Inc.*

Dated: June 6, 2014

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Jon D. Anderson

*Attorneys for Defendant CONOCOPHILLIPS*

*COMPANY, individually and as successor-in-*  
*interest to Defendant TOSCO*

*CORPORATION and Phillips Petroleum*

*Company*

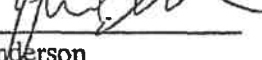
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Dated: June 6, 2014

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Jon D. Anderson  
*Attorneys for Defendant CONOCOPHILLIPS  
COMPANY, individually and as successor-in-  
interest to Defendant TOSCO  
CORPORATION and Phillips Petroleum  
Company*

# **EXHIBIT 4**

**UNITED STATES JUDICIAL PANEL**  
**on**  
**MULTIDISTRICT LITIGATION**

**IN RE: METHYL TERTIARY BUTYL ETHER ("MTBE")  
PRODUCTS LIABILITY LITIGATION**

Orange County Water District v. Unocal Corp., et al.,       )  
S.D. New York, C.A. No. 1:04-04986                                )  
(C.D. California, C.A. No. 8:03-01742)                            )

MDL No. 1358

**SEPARATION OF CLAIMS AND  
CONDITIONAL REMAND ORDER**

The transferee court in this litigation has advised the Panel that coordinated or consolidated pretrial proceedings regarding certain claims in the above-captioned action have been completed as to sixteen allegedly contaminated sites ("focus plume sites") and that remand of the claims with respect to those sites and defendants to the transferor court, as provided in 28 U.S.C. §1407(a), is appropriate. *See* Suggestion of Remand & Exhibit 1 (S.D.N.Y. filed Sept. 29, 2015) (Attachment A).

IT IS THEREFORE ORDERED that the pending claims concerning the sixteen focus plume sites in the above-captioned civil action be separated and remanded to the transferor court as to the following defendants, as set forth in Attachment A: Chevron U.S.A., Inc.; ConocoPhillips Company & Tosco; Exxon Mobil Corporation; ExxonMobil Oil Corporation; G&M Oil; and Union Oil.

IT IS ALSO ORDERED that, pursuant to Rule 10.2 of the Rules of Procedure of the United States Judicial Panel on Multidistrict Litigation, the transmittal of this order to the transferee clerk for filing shall be stayed 7 days from the date of this order. If any party files a notice of opposition with the Clerk of the Panel within this 7-day period, the stay will be continued until further order of the Panel. This order does not become effective until it is filed in the office of the Clerk for the United States District Court for the Southern District of New York.

IT IS FURTHER ORDERED that, pursuant to Rule 10.4(a), the parties shall furnish the Clerk for the Southern District of New York with a stipulation or designation of the contents of the record to be remanded.

FOR THE PANEL:

  
Jeffery N. Lüthi  
Clerk of the Panel

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In Re: Methyl Tertiary Butyl Ether ("MTBE")  
Products Liability Litigation**

**This document relates to:**

*Orange County Water District v. Unocal Corp., et al.,  
No. 04. Civ. 4968 (SAS)*

**USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #:  
DATE FILED: 9/29/15**

**Master File No. 1:00-1898  
MDL 1358 (SAS)  
M21-88**

**SUGGESTION TO REMAND**

On May 6, 2003, Plaintiff Orange County Water District ("OCWD") filed its Complaint against Defendants in Orange County Superior Court, alleging that Defendants were liable for MTBE and TBA in the Orange County Water District's drinking water supplies. On June 16, 2004, the Judicial Panel on Multidistrict Litigation transferred this case to this Court for coordinated and consolidated pretrial proceedings in MDL No. 1358.

The parties have completed all discovery related to the focus sites identified in Exhibit A to Case Management Order #116.

The Court hereby finds that the consolidated pretrial proceedings have run their course with respect to the claims related to the focus plume sites. The Court therefore suggests that the Panel remand to the United States District Court for the Central District of California all remaining claims as to the focus plume sites for all further proceedings, including additional pretrial and trial proceedings. Attached as Exhibit 1 is the list of the remaining claims for relief and Defendants at each focus plume site to be remanded for trial in this matter. All other claims for relief were either decided against the plaintiff or stipulated as dismissed on the terms set forth in the applicable stipulations, subject to right to appeal, so no other claims or Defendants remain

at these sites for purposes of trial after remand. As of this time this Court will retain jurisdiction over the remainder of the Action (i.e., the non-focus plume sites) in order to conduct coordinated and consolidated pretrial proceedings.

SO ORDERED:



The Honorable Shira A. Scheindlin

9/29/15



**EXHIBIT 1****Orange County Water District v. Unocal  
Focus Stations and Claims for Remand**

1	G&M #4 16990 Beach Boulevard, Huntington Beach	G&M Oil	Continuing Nuisance Declaratory Relief
1	Unocal #5376 8971 Warner Avenue, Huntington Beach	Union Oil	Continuing Nuisance Declaratory Relief
1	Exxon #4283 8980 Warner Avenue, Fountain Valley	Exxon Mobil Corporation	Continuing Nuisance Declaratory Relief
1	Mobil #18-G6B 9024 Warner Avenue, Fountain Valley	ExxonMobil Oil Corporation	Continuing Nuisance Declaratory Relief
1	Unocal #5399 9525 Warner Avenue, Fountain Valley	Union Oil	Continuing Nuisance Declaratory Relief
2	Mobil #18-HDR 3195 Harbor Boulevard, Costa Mesa	ExxonMobil Oil Corporation	Continuing Nuisance Declaratory Relief
2	Mobil #18-JMY 3470 Fairview Road, Costa Mesa	ExxonMobil Oil Corporation	Continuing Nuisance Declaratory Relief
8	Mobil #18-HEP 2921 South Bristol Street, Santa Ana	ExxonMobil Oil Corporation	Continuing Nuisance Declaratory Relief
8	G&M #24 3301 Bristol Street, Santa Ana	G&M Oil	Continuing Nuisance Declaratory Relief
8	Chevron #1921 3801 South Bristol Street, Santa Ana	Chevron U.S.A. Inc.	Strict Liability (Post 05/06/00 Releases) Negligence (Post 05/06/00 Releases) Permanent Nuisance (Post 05/06/00 Releases) Continuing Nuisance Declaratory Relief
9	Unocal #5123 14972 Springdale Street, Huntington Beach	Union Oil	Continuing Nuisance Declaratory Relief
9	Chevron #9-5401 5992 Westminster Boulevard, Westminster	Chevron U.S.A. Inc.	Strict Liability (Post 05/06/00 Releases) Negligence (Post 05/06/00 Releases) Permanent Nuisance (Post 05/06/00 Releases) Continuing Nuisance Declaratory Relief
9	Unocal #5226 6322 Westminster Avenue, Westminster	Union Oil ConocoPhillips Company & Tosco	Continuing Nuisance Declaratory Relief
30	Unocal #5792/ConocoPhillips #5792 4002 Ball Road, Cypress	Union Oil ConocoPhillips Company & Tosco	Continuing Nuisance Declaratory Relief
72	Chevron #9-5568 12541 Seal Beach Boulevard, Seal Beach	Chevron U.S.A. Inc.	Continuing Nuisance Declaratory Relief
92	Mobil #18-668 16230 Harbor Boulevard, Fountain Valley	ExxonMobil Oil Corporation	Continuing Nuisance Declaratory Relief

# **EXHIBIT 5**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. SACV 03-01742-CJC (ANx) Date June 26, 2017

Title Orange County Water v. Unocal Corporation, et al.

PRESENT:

**HONORABLE CORMAC J. CARNEY, UNITED STATES DISTRICT JUDGE**

Melissa Kunig  
Deputy Clerk

Debbie Hino-Spaan  
Court Reporter

ATTORNEYS PRESENT FOR PLAINTIFF:

Michael Axline; Duane Miller;  
Tracy O'Reilly

ATTORNEYS PRESENT FOR DEFENDANT:

Charles Correll; Jeffrey Parker;  
Whitney Roy; Kenneth Ehrlich; Robert  
Meadows

**PROCEEDINGS: STATUS CONFERENCE**

Status conference held. The Court confers further with counsel confer regarding the upcoming trial date.

For the reasons stated on the record, the Court **VACATES** the current trial and related dates and deadlines. (Dkt. 253).

The Court sets a status conference for **Monday, September 11, 2017 at 3:00 p.m.**

The parties shall meet and confer and submit a proposed case management order no later than **August 28, 2017** regarding the deadlines and hearings discussed at the hearing.

Initials of Deputy Clerk 0 : 42  
mku

CC:

# **EXHIBIT 6**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. SACV 03-01742-CJC(ANx)

Date: July 18, 2017

Title: ORANGE COUNTY WATER DISTRICT V. UNOCAL CORPORATION ET AL.

---

PRESENT:

**HONORABLE CORMAC J. CARNEY, UNITED STATES DISTRICT JUDGE**

Melissa Kunig  
Deputy Clerk

N/A  
Court Reporter

ATTORNEYS PRESENT FOR PLAINTIFF: ATTORNEYS PRESENT FOR DEFENDANT:

None Present

None Present

**PROCEEDINGS: (IN CHAMBERS) ORDER VACATING HEARING AND BRIEFING SCHEDULE ON PLAINTIFF'S MOTION FOR RECONSIDERATION AND DIRECTING THE PARTIES TO INCLUDE SUCH DATES IN THEIR AUGUST 28, 2017, STIPULATION**

On July 5, 2017, Plaintiff filed a motion for reconsideration of the MDL Court's dismissal of Plaintiff's OCWD Act claim. (Dkt. 284.) Plaintiff set the motion for hearing on September 11, 2017. Before the Court is Defendants' request for clarification of the briefing and hearing schedule on Plaintiff's motion. (Dkt. 285.) Plaintiff joined in Defendants' request. (Dkt. 288.) BP and Shell—two entities presumably that will be joined in this to join this case as additional Defendants—have a significant interest in the outcome of Plaintiff's motion and must be given an opportunity to oppose that motion. To avoid litigating Plaintiff's motion twice, the parties shall include in the August 28, 2017, stipulation a briefing and hearing schedule for Plaintiff's motion that will allow all interested parties to oppose Plaintiff's motion. The September 11, 2017, hearing on Plaintiff's motion is VACATED and OFF CALENDAR.

nhm

MINUTES FORM 11  
CIVIL-GEN

Initials of Deputy Clerk MKU

# **EXHIBIT 7**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
IN RE: METHYL TERTIARY BUTYL ETHER  
("MTBE") PRODUCTS LIABILITY LITIGATION  
-----X

DOCUMENT  
ELECTRONICALLY FILED  
DOC #:  
DATE FILED: 12/3/2015

**Master File No. 1:00-1898  
MDL 1358 (SAS)  
M21-88**

**This document relates to:**

Orange County Water District v. Unocal  
Corporation, et al., 04 Civ. 4968  
-----X

**RULE 54(b) JUDGMENT**

Whereas defendants Atlantic Richfield Company, Inc., BP West Coast Products LLC, BP Products North America Inc. (the "BP Defendants"), Equilon Enterprises LLC, Shell Oil Company, Inc., and Texaco Refining and Marketing Inc. (the "Shell Defendants") (together, the "Judgment Defendants"), having requested that the Court enter final judgment under Fed. R. Civ. P. 54(b), and the matter having come before the Honorable Shira A. Scheindlin, United States District Judge, and the Court, on December 1, 2015, having rendered its Opinion and Order granting the request for a 54(b) judgment and directing the Clerk of Court to enter final judgment for Atlantic Richfield Company, Inc., BP West Coast Products LLC, BP Products North America Inc., Equilon Enterprises LLC, Shell Oil Company, Inc., and Texaco Refining and Marketing Inc., it is,

**ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Opinion and Order dated December 1, 2014, the request for a 54(b) final judgment is granted; accordingly, pursuant to Fed. R. Civ. P. 54(b), there is no just reason for delay, judgment is entered for Atlantic Richfield Company, Inc., BP West Coast Products LLC, BP Products North America, Inc., Equilon Enterprises LLC, Shell Oil Company, Inc., and Texaco Refining and Marketing, Inc.

**Dated:** New York, New York  
December 3, 2015

**RUBY J. KRAJICK**

**Clerk of Court**

**BY:**

**Deputy Clerk**

**THIS DOCUMENT WAS ENTERED  
ON THE DOCKET ON \_\_\_\_\_**

# **EXHIBIT 8**



1 CHARLES C. CORRELL, JR. (SBN 258085)

ccorrell@kslaw.com

2 KING & SPALDING LLP

101 Second Street, Suite 2300

3 San Francisco, CA 94105

Telephone: (415) 318-1200

4 Facsimile: (415) 318-1300

5 JEREMIAH J. ANDERSON (admitted *pro hac vice*)

jjanderson@kslaw.com

6 KING & SPALDING LLP

1100 Louisiana Street, Suite 4000

7 Houston, TX 77002

Telephone: (713) 751-3200

8 Facsimile: (713) 751-3290

9 *Attorneys for Defendants*

CHEVRON U.S.A. INC.

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA  
13 SOUTHERN DIVISION  
14

15 ORANGE COUNTY WATER  
DISTRICT,

16 Plaintiff,

17 v.

18 UNOCAL CORPORATION, *et al.*,

19 Defendants.  
20

CASE NO. 8:03-cv-01742-CJC (ANx)

*Assigned to: Hon. Cormac J. Carney*

**NOTICE OF OPINION FROM THE  
UNITED STATES COURT OF  
APPEALS FOR THE SECOND  
CIRCUIT**

1 Plaintiff Orange County Water District (“the District”) and Defendants  
2 Chevron U.S.A. Inc., Union Oil Company of California, ConocoPhillips Company,  
3 Tosco, Exxon Mobil Corporation, ExxonMobil Oil Corporation, and G&M Oil  
4 (collectively, the “Parties”) hereby notify the Court of a recent decision from the  
5 United States Court of Appeals for the Second Circuit in this case.

6 Prior to remand, the MDL Court granted the Shell and BP Defendants  
7 summary judgment on res judicata grounds. The MDL Court issued a Rule 54(b)  
8 judgment so that the District could appeal that decision to the Second Circuit, and  
9 the claims against the Shell and BP Defendants were not remanded to this Court.

10 The Parties have attached the Second Circuit opinion to this Notice (Ex. A).  
11 In short, the Second Circuit reversed and vacated “the summary judgment [in favor  
12 of the BP and Shell Defendants] on res judicata grounds and remand[ed] the  
13 District’s action against BP and Shell to the Southern District of New York for  
14 further proceedings consistent with this opinion.” The Second Circuit did not  
15 address any of the other issues raised on appeal, finding that it did not have  
16 jurisdiction based on the limited Rule 54(b) order.

17 Although there may be further proceedings related to the appeal, there are  
18 not expected to be any proceedings in the MDL Court after remand from the  
19 Second Circuit, other than issuance of a Suggestion of Remand of the District’s  
20 claims against the Shell and BP Defendants to this Court. Therefore, the Parties  
21 wish to inform the Court that, in the near future, the District’s claims against the  
22 Shell Defendants and the BP Defendants may get remanded to this Court.  
23 Although those claims arise from different stations than are currently before the  
24 Court, all of those stations are in Focus Plumes that were litigated to the point of  
25 remand in the MDL Court, including nine stations that are designated as part of the  
26 Focus Plumes currently set for trial in this Court (i.e., the District claims that those  
27 nine Shell or BP stations caused or contributed to contamination that the District  
28 alleges is present in Focus Plume Nos. 1, 2, 8, and 9 and constitutes a continuing

1 nuisance).

2 The Parties look forward to discussing with the Court at the June 26, 2017  
3 conference the potential effect this opinion could have on the trial structure,  
4 pretrial deadlines, and the trial date.

5  
6 DATED: June 14, 2016

Respectfully submitted,

7  
8 KING & SPALDING LLP

9 By: /s/ Charles C. Correll, Jr.  
10 Charles C. Correll, Jr.  
11 Jeremiah J. Anderson

12 Attorneys for Defendants Chevron U.S.A.  
13 Inc. and Union Oil Company of California

14 LATHAM & WATKINS LLP

15  
16 By: /s/ Matthew D. Thurlow  
17 Matthew D. Thurlow

18 Attorneys for Defendants ConocoPhillips  
19 Company, individually and as successor-in-  
20 interest to Tosco Corporation and Phillips  
21 Petroleum Corporation

22 SHEPPARD, MULLIN, RICHTER &  
23 HAMPTON LLP

24 By: /s/ Jeffrey J. Parker  
25 Jeffrey J. Parker  
26 Whitney Jones Roy

27 Attorneys for Defendants Exxon Mobil  
28 Corporation and ExxonMobil Oil  
Corporation

ELKINS KALT WEINTRAUB REUBEN  
GARTSIDE, LLP

By: /s/ Kenneth A. Ehrlich  
Kenneth A. Ehrlich

Attorneys for Defendant G&M Oil  
Company

MILLER AXLINE

By: /s/ Mike Axline  
Mike Axline

Attorneys for Plaintiff Orange County Water  
District

**CERTIFICATE OF SERVICE**

The undersigned counsel hereby certifies that a true and correct copy of the foregoing document was filed with the Court and served electronically through the CM-ECF (electronic case filing) system to all counsel of record to those registered to receive a Notice of Electronic Filing for this case on June 16, 2017.

/s/ Charles C. Correll, Jr.  
CHARLES C. CORRELL, JR.

*Attorney for Defendants*  
CHEVRON U.S.A. INC. AND UNION  
OIL COMPANY OF CALIFORNIA

# **EXHIBIT 9**

## Kathy Herron

---

**From:** Condron, Peter <PCondron@crowell.com>  
**Sent:** Friday, July 21, 2017 2:19 PM  
**To:** maxline@toxictorts.org; Matthew.Heartney@APORTER.COM  
**Cc:** 'Jeffrey Parker'; 'Whitney Roy'; 'Correll, Charles'; 'Kenneth A. Ehrlich'; dmiller@toxictorts.org; 'Tracey O'Reilly'; 'Bryan Barnhart'; Miller & Axline  
**Subject:** RE: Remand in OCWD MTBE

Mike, I have conferred with counsel for BP. We are continuing to weigh all of our options, and will not be joining a motion to remand the BP and Shell focus plume sites to the Central District of California. Such a motion is not consistent with the Second Circuit's decision. Instead, we intend to develop the record further regarding the privity issue, which is appropriately done in the MDL court in the Southern District of New York. That court currently has jurisdiction over all of the BP and Shell sites at issue in the case, and therefore additional proceedings regarding res judicata issues are more appropriate there than in the Central District of California. We can make arrangements to discuss if you think it would be beneficial.

Best regards.

Peter C. Condron  
[pcondron@crowell.com](mailto:pcondron@crowell.com)  
Direct: 202.624.2558

**Crowell & Moring LLP** | [www.crowell.com](http://www.crowell.com)  
1001 Pennsylvania Avenue NW  
Washington, DC 20004

---

**From:** Michael Axline [<mailto:maxline@toxictorts.org>]  
**Sent:** Thursday, July 20, 2017 6:16 PM  
**To:** Condron, Peter; [Matthew.Heartney@APORTER.COM](mailto:Matthew.Heartney@APORTER.COM)  
**Cc:** 'Jeffrey Parker'; 'Whitney Roy'; 'Correll, Charles'; 'Kenneth A. Ehrlich'; [dmiller@toxictorts.org](mailto:dmiller@toxictorts.org); 'Tracey O'Reilly'; 'Bryan Barnhart'; Miller & Axline  
**Subject:** Remand in OCWD MTBE  
**Importance:** High

Pete and Matt

I am following up on our conversations last week regarding next steps in light of the Second Circuit's opinion in the above case.

Now that the mandate has issued and jurisdiction has been transferred back to the MDL Court, the District believes that the next step should be to ask the MDL Court to transfer the Shell and BP focus sites listed in CMO 116 to the Central District of California to be tried along with the already-transferred focus sites. If BP and Shell agree we should draft a joint pleading to the MDL Court submitting a proposed suggestion of remand. . If BP and Shell do not agree the District will submit its own motion.

You can reach me on my cell – (916) 803-6910 at any time tomorrow. If we have not heard from you by the close of business tomorrow (Friday) we will go ahead and file our motion.

Sincerely

Mike

Miller & Axline / phone (916) 488-6688 / fax (916) 488-4288 This private communication may be confidential or privileged. If you are not the intended recipient, any disclosure, distribution, or use of information herein or attached is prohibited.

# **EXHIBIT 10**



**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

**ORANGE COUNTY WATER  
DISTRICT,**

**Plaintiff,**

**v.**

**UNOCAL CORPORATION, *et al.*,**

**Defendants.**

**Case No.: SACV 03-01742-CJC(ANx)**

**SCHEDULING ORDER**

In light of the parties' stipulation filed February 21, 2017, (Dkt. 250), the Court issues the following Scheduling Order regarding case management and deadlines in advance of the trial in this case.

1       **A. Trial**

2  
3       As stated at the status conference held on February 10, 2017, trial is set to begin on  
4 **October 17, 2017, at 8:30 a.m.**

5  
6       **B. Updating Discovery**

7  
8       The parties shall use the following schedule to update certain discovery items:

9  
10           1. Production of Data

11  
12       The parties shall produce updated data regarding water quality and testing by  
13 **March 31, 2017.** Included in this production, Plaintiff shall provide a complete copy of  
14 the LIMS and WRMS databases and documents related to all investigation and/or  
15 remediation that was performed by or on behalf of OCWD. Each Defendant shall  
16 provide the results of any water quality testing conducted by it or on its behalf in  
17 electronic format such as Excel (to the extent it exists and is reasonably available) since  
18 the date of its last production of site remediation files.

19  
20           2. Production of Agency or Water Producer Correspondence

21  
22       The parties shall produce all correspondence and materials related to any Focus  
23 Plume well or station submitted to or received from any federal, state, regional, or local  
24 regulator (*e.g.*, California Department of Public Health (CDPH), California Department  
25 of Toxic Substances Control, California State Water Resources Control Board, Regional  
26 Water Quality Control Board, Local Oversight Program (LOP), and Certified Unified  
27 Program Agency (CUPA)), or Water Producer regarding water quality and testing by  
28 **March 31, 2017.**

### 3. Updated Expert Reports

By **April 5, 2017**, the parties will exchange lists of expert witnesses for whom they intend to serve updated expert reports. The parties are to promptly meet and confer concerning the scope of updated expert discovery, and if the parties are unable to reach an agreement, they will promptly seek the assistance of the Court to resolve any disputes.

To the extent that Plaintiff wishes to update its experts' reports based on new data, such updated reports are due on **April 28, 2017**. To the extent that any Defendant wishes to update its experts' reports, such updated defense expert reports are due on **May 30, 2017**. If any party wishes to take the deposition of an expert regarding the content of an updated report, the parties are directed to meet and confer. If an agreement cannot be reached, the parties may seek leave of Court for a hearing or conference to resolve the issue.

### 4. Damages

Plaintiff is directed to update its responses to Defendants' damages interrogatories to provide all relevant information regarding damages and costs it seeks to recover at trial no later than **June 2, 2017**. At a minimum, Plaintiff's response must include a chart detailing each item of cost, the date the cost was incurred, the amount of the cost, and a brief explanation of what the cost was for. The response shall include all past costs Plaintiff seeks to recover and, for any stations for which future damages are available, a description of all future damages Plaintiff is seeking. At the same time, to the extent it has not already done so, Plaintiff shall produce all documents supporting its claim for damages. After Plaintiff has served its updated damages discovery responses, the parties shall meet and confer regarding the need for any follow-up depositions. If the parties are not able to reach a resolution, the parties shall seek leave of the Court for a brief

1 conference or hearing to resolve the issue. The purpose of the supplementation is to  
2 update damages evidence, not to assert new damages theories.

3  
4 5. Dr. Wheatcraft

5  
6 By **March 31, 2017**, Plaintiff shall identify the 87 wells referenced in ¶ 27 of Dr.  
7 Wheatcraft's January 9, 2017, Declaration, (Dkt. 168-2 ("Of the 87 wells that the model  
8 predicts breakthrough at some time before the present, every single well that Friedman  
9 and Bruya sampled has tested positive with MTBE.")).

10  
11 **C. Chevron's Motion for Summary Judgment**

12  
13 Pursuant to the Court's October 6, 2016, Order Denying Without Prejudice  
14 Chevron's Motion for Summary Judgment, (Dkt. 132), should Defendant Chevron wish  
15 to file a second independent motion for summary judgment, such motion shall be filed  
16 and briefed as follows:

- 17  
18 • Motion due **May 1, 2017**  
19 • Opposition due **June 9, 2017**  
20 • Reply due **June 26, 2017**

21  
22 The Court will hold a hearing on Chevron's motion, if necessary, at **9:00 a.m. on**  
23 **July 26, 2017.**

24  
25 //

26 //

27 //

28 //

1       **D. Motions in Limine**

2  
3       If parties wish to join in any of the motions in limine that have already been heard  
4 by the Court, they may file brief joinders no later than **May 31, 2017**.

5  
6       New motions in limine are **strongly disfavored**. As discussed by the Court  
7 repeatedly and at length, motions in limine should only be used to challenge narrow,  
8 discrete pieces of evidence. They will be granted *only* in the rare instance where the  
9 evidence is *clearly* inadmissible on *all* potential grounds. Motions in limine are not to be  
10 used as another bite at a motion to dismiss or a motion for summary judgment. The  
11 parties are strongly encouraged to heed the Court's direction regarding motions in limine,  
12 particularly in light of the Court's denial of all fifteen of the previously filed motions that  
13 ran afoul of this Court's guidance. Finally, the Court reminds the parties once again of its  
14 strong belief that in nearly all instances "evidentiary rulings should be deferred until trial  
15 so that questions of foundation, relevancy and potential prejudice may be resolved in  
16 proper context." *Hawthorne Partners v. AT & T Techs., Inc.*, 831 F. Supp. 1398, 1400–  
17 01 (N.D. Ill. 1993).

18  
19       Nevertheless, should the parties believe that additional motions in limine, unlike  
20 the prior set of fifteen, fit within this Court's parameters and expectations, have merit,  
21 and are necessary, the parties shall follow the briefing schedule set forth below:

- 22  
23       • Motions due **June 19, 2017**  
24       • Oppositions due **July 10, 2017**  
25       • Replies due **July 24, 2017**  
26

27       The Court will hold a hearing on any motions in limine at 3:00 p.m. on **July 31,**  
28 **2017**.

1           **E. Jury Qualification/Questionnaire Conference**

2  
3           The Court will hold a conference for all parties at **3:00 p.m. on June 26, 2017**, for  
4 the purpose of finalizing the Jury Qualification letter and Jury Questionnaire to be sent to  
5 prospective jurors.

6  
7           In advance of this conference, the parties are to meet and confer regarding the  
8 content of the Jury Questionnaire.

9  
10          The parties shall submit to the Court a draft Joint Jury Questionnaire no later than  
11 **June 14, 2017**. To the extent that the parties are not able to agree on certain questions,  
12 the parties should identify the disputed questions for the Court and provide brief  
13 statements explaining the parties' respective positions.

14  
15           **F. Jury Instructions Conference**

16  
17          The Court will hold a conference at **3:00 p.m. on September 11, 2017**, for all  
18 parties for purposes of preparing the jury instructions and verdict form. The parties are  
19 directed to meet and confer regarding jury instructions and verdict form prior to this  
20 conference and prepare a joint submission. The parties are directed to exchange proposed  
21 jury instructions on **August 1, 2017**. The joint submission is due **September 1, 2017**.

22  
23          The joint submission shall include the following: (1) agreed upon jury instructions;  
24 (2) disputed jury instructions offered by Plaintiff; and (3) disputed jury instructions  
25 offered by Defendant(s). To the extent that certain instructions are disputed, the parties  
26 shall provide brief statements explaining the dispute. The joint submission shall include  
27 a brief statement of the case to be read to the jury. The joint submission shall also  
28

1 include a proposed verdict form. If the parties are not able to agree on a verdict form, the  
2 parties may submit competing versions.

### 3 4 **G. Working Session and Final Status Conference**

5  
6 The Court will hold a Working Session with all parties at **3:00 p.m. on September**  
7 **25, 2017**, and Final Status Conference at **3:00 p.m. on October 2, 2017**.

#### 8 9 **1. Working Session**

10  
11 The purpose of the Working Session will be to review and resolve issues regarding  
12 the witness list and exhibit list. In advance of this Working Session, the parties are to  
13 meet and confer and prepare the following documents: (1) Joint Witness List; and (2)  
14 Joint Exhibit List. These documents must be submitted to the Court no later than  
15 **September 18, 2017**.

16  
17 In order to meet the September 18 deadline, the parties will use the following  
18 schedule to guide their meet and confer efforts:

- 19
- 20 • Parties shall exchange list of expert witnesses that they intend to call at trial by  
21 **August 4, 2017**.
  - 22 • Parties shall exchange preliminary list of fact witnesses that they intend to call at  
23 trial and note which witnesses will be presented via deposition testimony by  
24 **August 11, 2017**.
  - 25 • Parties shall exchange preliminary exhibit lists by **August 25, 2017**.
- 26

27 //

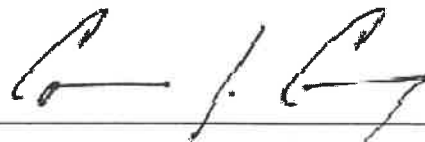
28 //

2. Final Status Conference

The purpose of the Final Status Conference will be to resolve any remaining issues regarding trial preparation and to review and finalize deposition designations. On **September 25, 2017**, the parties shall file a Joint Designation of Testimony To Be Presented Via Deposition. This submission shall contain all of the parties' designations and highlight for the Court objections that the parties have not been able to resolve. In order to prepare the Final Status Conference, the parties will use the following schedule:

- Parties shall exchange deposition designations for witnesses that Plaintiff intends to offer in its case-in-chief via deposition and witnesses that Defendants anticipate they may offer in their defense via deposition by **August 18, 2017**.
- Parties shall exchange deposition counter-designations for witnesses the opposing party designates to testify via deposition by **September 8, 2017**.
- If a party designates a deposition testimony witness on an issue for which the opposing party needs to designate a rebuttal witness to testify via deposition, the opposing party shall provide deposition designations for such rebuttal witness(es) by **September 15, 2017**.
- To the extent rebuttal witness designations are made, the opposing parties shall provide rebuttal witness counter-designations by **September 20, 2017**.

DATED: February 23, 2017



CORMAC J. CARNEY

UNITED STATES DISTRICT JUDGE



*In Re Methyl Tertiary Butyl Ether (MTBE) Products Liability Litigation:  
Orange County Water District v. Unocal Corp., et al.*, Case No. 04 Civ. 4968  
U.S.D.C. Central District of CA Case No. SACV 8: 03-01742-CJC-ANx

**PROOF OF SERVICE VIA LEXISNEXIS FILE AND SERVE**

I am a citizen of the United States and an employee in the County of Sacramento. I am over the age of eighteen (18) years and not a party to this action. My business address is Miller & Axline, 1050 Fulton Avenue, Suite, 100, Sacramento, California 95825.

On the date executed below, I electronically served the document(s) via LexisNexis File & Serve, described below, on the recipients designated on the Transaction Receipt located on the LexisNexis File & Serve website:

**DECLARATION OF MICHAEL AXLINE IN SUPPORT OF PLAINTIFF ORANGE COUNTY WATER DISTRICT'S MOTION TO REMAND PHASE 1 CLAIMS AGAINST DEFENDANTS TEXACO REFINING AND MARKETING, INC., EQUILON ENTERPRISES LLC, SHELL OIL COMPANY, D/B/A SHELL OIL PRODUCTS US, ATLANTIC RICHFIELD COMPANY, F/K/A ARCO PETROLEUM COMPANY, D/B/A ARCO PRODUCTS COMPANY A/K/A ARCO, BP PRODUCTS NORTH AMERICA, INC., BP WEST COAST LLC**

I declare under penalty of perjury that true and correct copies of the above document(s) were served via LexisNexis File & Serve on July 25, 2017.

  
KATHY HERRON